



**Department of Energy**

**Environmental Management  
Consolidated Business Center  
250 East 5<sup>th</sup> Street, Suite 500  
Cincinnati, Ohio 45202  
(513) 246-0500**

August 21, 2006

Dear Interested Buyers,

EMCBC-00825-06

**SALE OF NATURAL URANIUM AS URANIUM HEXAFLUORIDE (UF<sub>6</sub>),  
AMENDMENT 2**

This letter transmits Amendment 2 to Request for Proposal (RFP) DE-SC30-06CC00012 originally issued on August 14, 2006. Significant changes reflected in this Amendment 2 include:

- Payment Due Date on Schedule 1 changed from Sep 25, 2006 to Sep 22, 2006
- Authorization for facsimile and email proposals

This letter is not an integral part of the RFP. In the event of any conflict between this letter and the RFP, the RFP will prevail. To be responsive to the RFP, interested Buyers shall submit a signed copy of the enclosed Standard Form 30 "Amendment of Solicitation" (cover sheet only) along with the proposal. This Amendment 2 is also posted on the Industry Interactive Procurement System (IIPS).

Proposals are due no later than 3:00 p.m. Eastern Daylight Time, August 28, 2006.

Please contact only me at 513-246-0586 or Wilmari Delgado, at 513-246-0566 if further information on this sale is required.

Sincerely,

A handwritten signature in black ink, appearing to read "Harold D. Hincks", is written over a horizontal line.

Harold D. Hincks  
Contracting Officer

Enclosures: Amendment 2

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT				1. CONTRACT ID CODE		PAGE 1 OF 2 PAGES	
2. AMENDMENT/MODIFICATION NO. 0002		3. EFFECTIVE DATE 21 August 2006		4. REQUISITION/PURCHASE REQ. NO.		5. PROJECT NO. (If applicable)	
6. ISSUED BY U.S. Department of Energy Environmental Management Consolidated Business Center 250 East 5th Street, Suite 500 Cincinnati, OH 45202		7. ADMINISTERED BY (If other than Item 6)		CODE			
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code)				(X)		9A. AMENDMENT OF SOLICITATION NO.  DE-SC30-06CC00012	
				X		9B. DATED (SEE ITEM 11) 14 August 2006	
						10A. MODIFICATION OF CONTRACT/ORDER NO.	
						10B. DATED (SEE ITEM 11)	
CODE		FACILITY CODE					
11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS							
<input checked="" type="checkbox"/> The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers <input type="checkbox"/> is extended, <input checked="" type="checkbox"/> is not extended. Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing items 8 and 15, and returning <u>1</u> copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment your desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.							
12. ACCOUNTING AND APPROPRIATION DATA (If required)							
13. THIS ITEM ONLY APPLIES TO MODIFICATION OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.							
CHECK ONE	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.						
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).						
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:						
	D. OTHER (Specify type of modification and authority)						
E. IMPORTANT: Contractor <input type="checkbox"/> is not, <input type="checkbox"/> is required to sign this document and return _____ copies to the issuing office.							
14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.) See Page 2							
15A. NAME AND TITLE OF SIGNER (Type or print)				16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)			
				Harold D. Hincks, Contracting Officer			
15B. CONTRACTOR/OFFEROR		15C. DATE SIGNED		16B. UNITED STATES OF AMERICA		16C. DATE SIGNED	
(Signature of person authorized to sign)				(Signature of Contracting Officer)			

The purpose of this Amendment is to change the payment due date, and allow the submission of proposals via facsimile or email. As a result, the following changes are hereby incorporated to the Request For Proposal:

**Schedule 1-Pricing Information-Uranium Sale**

The payment due date is changed:

FROM: 25 Sep 2006  
TO: 22 Sep 2006

**ARTICLE VII. PAYMENT**

The first table in paragraph "B" is changed:

FROM:

**Schedule 1 – Pricing Information – Uranium Sale**

Lot Number	Invoice Date	Payment Due Date
1	Sales Agreement Award Date	25 Sep 2006
2 through 7	Sales Agreement Award Date	25 Sep 2006

TO:

**Schedule 1 – Pricing Information – Uranium Sale**

Lot Number	Invoice Date	Payment Due Date
1	Sales Agreement Award Date	22 Sep 2006
2 through 7	Sales Agreement Award Date	22 Sep 2006

**Attachment 1 – PROPOSAL INSTRUCTIONS**

The attachment is replaced in its entirety. See change bars for location of revised language.

**SCHEDULE 1- PRICING INFORMATION – URANIUM SALE**

Lot No.	Available For Delivery (Do Not Modify)	Payment Due Date (Do Not Modify)	Available Quantity Weight (Metric Tons Uranium (MTU))	Price Per KgU (in US \$)	Delivery Location (Per Lot, Buyer check either "Portsmouth" or "Paducah" and, if applicable, "Book Transfer")	Lot No. Awarded (Seller circle)
1	29 Sep 2006 3:00 p.m. EST	22 Sep 2006 3:00 p.m. EST	100		<input type="checkbox"/> PORTSMOUTH <input type="checkbox"/> PADUCAH <input type="checkbox"/> BOOK TRANSFER	Yes / No
2	29 Sep 2006 3:00 p.m. EST	22 Sep 2006 3:00 p.m. EST	100		<input type="checkbox"/> PORTSMOUTH <input type="checkbox"/> PADUCAH <input type="checkbox"/> BOOK TRANSFER	Yes / No
3	29 Sep 2006 3:00 p.m. EST	22 Sep 2006 3:00 p.m. EST	100		<input type="checkbox"/> PORTSMOUTH <input type="checkbox"/> PADUCAH <input type="checkbox"/> BOOK TRANSFER	Yes / No
4	29 Sep 2006 3:00 p.m. EST	22 Sep 2006 3:00 p.m. EST	100		<input type="checkbox"/> PORTSMOUTH <input type="checkbox"/> PADUCAH <input type="checkbox"/> BOOK TRANSFER	Yes / No
5	29 Sep 2006 3:00 p.m. EST	22 Sep 2006 3:00 p.m. EST	100		<input type="checkbox"/> PORTSMOUTH <input type="checkbox"/> PADUCAH <input type="checkbox"/> BOOK TRANSFER	Yes / No
6	29 Sep 2006 3:00 p.m. EST	22 Sep 2006 3:00 p.m. EST	100		<input type="checkbox"/> PORTSMOUTH <input type="checkbox"/> PADUCAH <input type="checkbox"/> BOOK TRANSFER	Yes / No
7	29 Sep 2006 3:00 p.m. EST	22 Sep 2006 3:00 p.m. EST	100		<input type="checkbox"/> PORTSMOUTH <input type="checkbox"/> PADUCAH <input type="checkbox"/> BOOK TRANSFER	Yes / No

**Book Transfer Account Information:**

Source/Location: \_\_\_\_\_

Account#: \_\_\_\_\_

Contract #: \_\_\_\_\_

- G. The Buyer is responsible for compliance with all applicable access restrictions to the GDPs in accordance with statutes, regulations, applicable orders and directives, and the Department's site access requirements at each GDP.
- H. At Seller's sole discretion, Seller may allow the storage of the UF<sub>6</sub> for a period of time acceptable to Seller beyond the 90 business day period described in Paragraph A. of this Article. In such case, terms and conditions for such storage will be separately established by mutual agreement.

#### **ARTICLE VI. PURCHASE PRICE**

- A. Buyer shall pay the Seller in accordance with this Sales Agreement.
- B. Buyer will pay all costs applicable to the sale of this material, including but not limited to transportation costs, taxes, insurance charges, customs, user fees, or duties of any kind applicable to the sale and delivery of this material. The Seller is not responsible for any costs incurred by the Buyer prior to or after the execution of this agreement and will not reimburse the Buyer.

#### **ARTICLE VII. PAYMENT**

- A. The total amount payable as set forth in Article VI. shall be paid by Buyer to Seller in United States currency by wire transfer without deduction for fees or service charges.
- B. The Seller will issue the invoice and the Buyer will make payment as follows:

##### **Schedule 1 – Pricing Information – Uranium Sale**

<b>Lot Number</b>	<b>Invoice Date</b>	<b>Payment Due Date</b>
1	Sales Agreement Award Date	22 Sep 2006
2 through 7	Sales Agreement Award Date	22 Sep 2006

##### **Schedule 2 – Pricing Information – Uranium Sale**

<b>Lot Number</b>	<b>Invoice Date</b>	<b>Payment Due Date</b>
1	Sales Agreement Award Date	25 Sep 2006
2 through 7	30 Days Before Payment Due Date	As Specified in Schedule 2

- C. The Buyer shall notify the CO by e-mail when the wire transfer has been sent. Within four (4) business days of receipt of payment, Seller will notify Buyer via a CO letter validating the wire transfer and declaring the material is available for delivery.

## ATTACHMENT 1 PROPOSAL INSTRUCTIONS

### 1. Submittals

The Buyer shall submit all of the following documents with its proposal unless otherwise noted:

- a. Complete, sign, and submit the cover page of this Agreement, Sale of Government Property Negotiated Sales Agreement.
- b. Complete and submit the Schedule - Pricing Information – Uranium Sale. Buyer may propose on one lot, group of lots, or all lots. The Buyer shall propose price(s) for Schedule 1, and may propose price(s) for Schedule 2.
- c. Complete, sign and submit all Agreement Execution Documents provided at Attachment 2.
- d. Buyer shall submit, as applicable, proof of compliance with Export and/or Import licenses described in Article IX. Export and/or Import licenses will be the responsibility of the Buyer.
- e. Submit copies of the most recent income statement, balance sheet, and list of credit references for the company and any other documentation that will verify the financial level of business transactions or other evidence of financial responsibilities.
- f. Proposals shall be submitted by 3:00 pm Eastern Daylight Time, **August 28, 2006**. The DOE will use the US Naval Observatory Master Clock Time to establish the time of proposal receipt. See "Facsimile and Email Submissions of Proposal" below. Original copies of the proposals must be submitted by United States postal service, express mail, hand delivered enclosed in a sealed envelope and addressed to:

The U.S. Department of Energy (DOE)  
Environmental Management Consolidated Business Center (EMCBC)  
Office of Contracting  
250 E. Fifth Street, Suite 500  
Cincinnati, Ohio 45202

Place the name and address of the Buyer in the upper left corner and the following information in the lower left corner on the face of the envelope:

SALES AGREEMENT No. DE-SC30-06CC00012  
Proposal Due Date: August 28, 2006 – 3:00 p.m.  
Attention: Harold D. Hincks, Contracting Officer  
**NOTICE TO DOE MAIL ROOM: DO NOT OPEN.  
THIS IS A PROPOSAL UNDER THE ABOVE-  
IDENTIFIED SOLICITATION.**

(1) **Facsimile and Email Submissions of Proposal**

**Facsimile or email submission proposals and modifications will be accepted on the date and time specified in the solicitation.** Buyers must use the facsimile number: (513) 246-0529 or email: david.hincks@emcbc.doe.gov.

- a. Definition: "Facsimile or Email submission," as used in this Solicitation, means a proposal, modification of a proposal, or withdrawal of an proposal that is transmitted to and received by the DOE via electronic equipment that communicates and reproduces both printed and handwritten material.
- b. Buyers may submit facsimile or email submissions as responses to this Solicitation. These responses must arrive at the place, and by the time, specified in the RFP.
- c. Facsimile or email submissions must contain the required signatures.
- d. Documents submitted by facsimile or email must be in Adobe® Acrobat® (.pdf) format.
- e. The DOE reserves the right to make award solely on the facsimile or email submission. However, **the Buyer shall also submit the complete proposal which was transmitted by facsimile or by email including the original signed documents by mail, express mail or hand-delivery to the DOE contracting officer, with a postmark of August 28, 2006 or receipt demonstrating sent or hand delivered on or before August 28, 2006.**
- f. If the Buyer chooses to transmit a facsimile or email submission, the DOE will not be responsible for any failure attributable to the transmission or receipt of the facsimile submission including, but not limited to, the following:
  - (1) Receipt of garbled or incomplete submission.
  - (2) Availability or condition of the receiving facsimile equipment.

Attachment 1  
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- (3) Incompatibility between the sending and receiving equipment.
- (4) Delay in transmission or receipt of submission.
- (5) Failure of the Buyer to properly identify the submission.
- (6) Illegibility of submission.
- (7) Security of submission data.

## **2. General Information**

- A. The Buyer agrees, if its proposal is accepted by the Seller within thirty (30) working days from the date specified in Paragraph 1.f. above, to purchase any or all material on which proposals are made at the price proposed and to take delivery of the material within the time specified in the executed Sale of Government Property Negotiated Sales Agreement.
- B. Unless a designation of agent is on file with the DOE, a Buyer submitting a proposal as an agent for another party shall submit written proof, either prior to or with the proposal, that it is authorized to act as agent and shall tender the proposal in the name of the principal.

## **3. Minimum Proposal Quantity**

The minimum proposal quantity shall be one (1) Lot. A proposal for less than the minimum quantity shall be considered non-responsive and/or materially defective not subject to correction.

## **4. Late Submissions, Modifications, and Withdrawals of Proposals**

- A. Buyers are responsible for submitting proposals, and any revisions, and modifications, so as to reach the DOE office designated in the solicitation by the time specified in the solicitation. Buyers may use any transmission method authorized by the solicitation (i.e., United States postal service, express mail, hand delivered).
- B. (1) Any proposal, modification, or revision, that is received at the designated DOE office after the exact time specified for receipt of proposals is "late" and will not be considered unless it is received before award is made, the CO determines that accepting the late proposal would not unduly delay the sale and:
  - (i) There is acceptable evidence to establish that it was received at the DOE installation designated for receipt of proposals and was under the DOE's control prior to the time set for receipt of proposals; or



(ii) It was the only proposal received.

(2) However, a late modification of an otherwise timely successful proposal, that makes its terms more favorable to the DOE, will be considered at any time it is received and may be accepted.

- C. Acceptable evidence to establish the time of receipt at the DOE installation includes the time/date stamp of the installation on the proposal wrapper, other documentary evidence of receipt maintained by the installation, or oral testimony or statements of DOE personnel.
- D. If an emergency or unanticipated event interrupts normal DOE processes so that proposals cannot be received at the Government office designated for receipt of proposals by the exact time specified in the solicitation, and urgent DOE requirements preclude amendment of the solicitation closing date, the time specified for receipt of proposals will be deemed to be extended to the same time of day specified in the solicitation on the first work day on which normal DOE processes resume.
- E. A Buyer may withdraw its proposal by written notice at any time before award. Proposals may be withdrawn in person by a Buyer or an authorized representative, if the identity of the person requesting withdrawal is established and the person signs a receipt for the proposal before award.
- F. Buyers may submit modifications to their proposal at any time before closing date and time, and may submit modifications in response to an amendment, or to correct a mistake at any time before award.
- G. The CO will promptly notify any Buyer if its proposal, modification, or revision was received late, and will inform the Buyer whether its proposal will be considered, unless contract award is imminent.

## **5. Consideration of Proposals**

The Seller reserves the right to accept any one lot, group of lots, or all lots contained in a proposal, as may be in the best interest of the Seller. The Seller will reject a proposal which specifies "all or none" prices (i.e. a proposal which limits the Seller's ability to accept the proposed prices for one lot, group of lots, or all lots)

## 6. Basis of Award

- A. To be eligible for award the Buyer(s) must be determined to be responsive to the RFP requirements and responsible, and Seller will make these determinations consistent with standards provided under Federal Acquisition Regulation (FAR) 9.104. Upon determination that a Buyer is both responsive and responsible, award(s) will be made to the Buyer(s) providing the most advantageous price and price related factors.
- B. The Seller reserves the right to make multiple awards, if it is in the Seller's best interest to do so. The Seller will make an award(s) to the responsible and responsive buyer(s) that results in the most advantageous prices (and price related factors) to the Seller.
- C. The Seller intends to award a Sales Agreement(s) to the responsible Buyer(s) whose proposal represents the best price to the Government after evaluation in accordance with the terms and conditions contained in the RFP. Accordingly, Buyers are advised to include their best possible terms in their initial proposal.
- D. The Seller may reject any or all proposals if such action is in the Seller's interest.
- E. The Seller may waive informalities and minor irregularities in proposals received.
- F. The Seller intends to evaluate proposals and award a sales agreement(s) without discussions (except for clarifications). However, the Seller reserves the right to conduct discussions if the Seller determines that holding discussions is in its best interest.
- G. If Section 314 of the 2006 Energy and Water Development Appropriations Act is reauthorized in Fiscal Year 2007, or similar legislation is authorized, the Seller reserves the right to make award(s) based on the payment/delivery dates and proposed prices provided in Schedule 2. If such legislation is authorized, the Seller may make award(s) based on the payment/delivery dates and proposed prices provided in Schedule 1 if advantageous to the Seller.

## 7. Responsiveness of Proposals

- A. Any Buyer that does not include the cover page of this Negotiated Sales Agreement **fully executed (completed and signed)** may be rendered non-responsive.
- B. Proposals in response to this solicitation must be compliant with all material terms, including payment dates and delivery dates, conditions, and provisions to be considered responsive.

## **8. Contract Award**

- A. A written award or acceptance of an Agreement signed by the CO and furnished to a successful Buyer(s) within the time specified for acceptance shall result in a binding contract incorporating all the terms and conditions of this Request for Proposal (RFP).
- B. The Seller reserves the right to award to the next offeror(s) in line for award if the Buyer(s) issued the Sales Agreement cannot perform after receipt of award.

## **9. Proposal Costs**

This RFP does not commit the Seller to pay any costs incurred in the preparation or submission of any proposal.

## **10. Equal Proposals**

If two or more Buyers are tied for an award as to a high proposal price and the quantity for sale is not sufficient to meet the proposal quantities, award shall be made by a drawing by lot limited to those Buyers. If time permits, the Buyers involved shall be given an opportunity to attend the drawing. The drawing shall be witnessed by at least three persons, and the Agreement file shall contain the names and addresses of the witnesses and the person supervising the drawing.